

THE TOWN OF FOREST HEIGHTS
RESOLUTION 48-18

**A RESOLUTION TO APPROVE A CONSULTING SERVICES AGREEMENT WITH
GREENWILL CONSULTING GROUP, LLC AS THE TOWN LOBBYIST**

Introduced by: Habeeb-Ullah Muhammad, Mayor

WHEREAS, the Town is currently contracted with the Greenwill Consulting Group, LLC to provide Government Relations ("Lobbyist") consulting services and;

WHEREAS, the Town has previously engaged the services of Greenwill Consulting Group, LLC to assist with obtaining Local Development Impact Fees associated with slot machines and other gaming revenue in Maryland where applicable and for other purposes and;

WHEREAS, the Town has authority by its Charter to obtain such legal counsel and consultation and;

WHEREAS, the Towns current one-year contract with Greenwill Consulting Group, LLC is scheduled to terminate on July 14, 2018 and;

WHEREAS, the Town wishes to renew its contract with Greenwill Consulting Group, LLC for an additional year to continue government relations consulting services and;

WHEREAS, the Town has negotiated an annual contract for government relations consulting services with Greenwill Consulting Group, LLC in the amount of \$25,000.00 and;

WHEREAS, the negotiated contract also represents an expanded scope of work responsibility by Greenwill Consulting Group, LLC to assist the Town with current and future work products and;

WHEREAS, the Mayor and Council has budgeted under line item 7264 of the FY 2019 Budget funding in the total amount of \$25,000.00.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorize and approve the contract proposal dated August 8, 2018 at a total cost of \$25,000.00 submitted by Mr. Ivan Lanier of Greenwill Consulting Group, LLC attached hereto and incorporated as Exhibit A;

AND BE IT FURTHER RESOLVED that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute the described contract and any other related instrument or document necessary to carry out the intent of this Resolution.

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AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this 6 day of August 2018.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	<u>Yea</u>
KENNEDY II	<u>Yea</u>
MCLAURIN	<u>Nay</u>
BARNES	<u>Yea</u>
HINES	<u>Yea</u>
WASHINGTON	<u>Yea</u>
BROWNSON	<u>Nay</u>

I HEREBY CERTIFY that the above Resolution No. 48-18 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the 6 day of August 2018.

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS

SIGNATURE ON FILE

Sherletta B. Hawkins, Town Clerk

By:

SIGNATURE ON FILE

Habeeb-Ullah Muhammad, Mayor

By:

SIGNATURE ON FILE

Calvin Washington, Council President

THE TOWN OF FOREST HEIGHTS
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CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the 6 day of August 2018 with 6 Yea votes and 7 Nay, constituting at least a four (4) vote majority, the aforesaid Resolution 48-18 passed.

SIGNATURE ON FILE

Sherletta B. Hawkins, Town Clerk

EXHIBIT A (Contract for Consulting Services with Greenwill Consulting Group, LLC)

CONSULTING SERVICES AGREEMENT BETWEEN
GREENWILL CONSULTING GROUP, LLC AND
The Town of Forest Heights

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of the 8TH day of August 2018, by and between Forest Heights, a Town duly organized and existing under the laws of the State of Maryland, its subsidiaries and affiliates (collectively, "Client "), and Greenwill Consulting Group, LLC ("Consultant"), a limited liability company registered under the laws of the State of Maryland. For purposes of the obligations of the Consultant pursuant to this Agreement, the term "Consultant" shall be deemed to include any employees, intermediaries, agents, or firms of Consultant.

Article 1 - Scope of Services

Client retains Consultant to provide Government Relations Services, in the State of Maryland during the 2019 Legislative Session and transition to serve as the Town's Government and Community Affairs Specialists. This transition will include participating in activities that strengthen the Town of Forest Heights such as: existing government affairs work for the Town, communicating updates to residents and elected leaders, obtaining grants for the Town, collaborating with members of the Town staff, and managing resident communication projects.

Consultant shall provide the Services affecting the interests of Client and shall use its best efforts in supplying the Services during the term of this Agreement. Client will provide guidance as required to Consultant in the delivery of such Services. Such assistance by Consultant shall include: (1) provide assistance with implementation of strategy for overall effective representation and growth within the State of Maryland; (2) developing lobbying strategies; (3) educating the members of the Maryland General Assembly of Client goals, objectives, and needs; (4) monitoring sources of Maryland legislation; (5) monitoring the Maryland Senate and House of Delegates committee and subcommittee hearings; (6) focuses on obtaining increased funding from a variety of government sources including funding from the Local Development Council grants, state bond bills, and state and local grants; (7) Submit grant proposals and required reports in accordance with funder requirements and deadlines; (8) Manage grant application-related communications including periodic status reports (to be determined by the Town Administrator); (9) Works with Town staff and elected leaders to determine Town priorities and appropriate S.M.A.R.T. (Specific /Measurable /Achievable/Relevant/Timely) goals and task items; (10) Work directly with the Town Administrator, Town Clerk, and Mayor as well as other department heads, depending on the funding source and project, to communicate to Town residents and other stakeholders through various communication methods (newsletter, staff and employee meetings, Mayor/Council meetings); and, (11) Serve as a valued member of the Town of Forest Heights team as the Town's lobbyist in Annapolis and in Prince George's County

Article 2 - Compensation, Payment, and Invoicing

For the performance of the Services Client shall pay Consultant a retainer fee of \$25,000.00. The payment shall be made in 12 consecutive monthly installments of \$2,083.33. Additionally, should Client request legal services, the hourly rate for such agreed upon services shall be \$375.00. Such legal services shall be preapproved by Client.

Consultant shall invoice Client by the 1st day of each month, for the current month's Services. Client shall pay the monthly payments no later than 30 calendar days following the date on the monthly invoice. Prompt payment is a requirement for continued representation. If payment is not received

Consultant

Client

by day of the month due, Client shall pay Consultant a late fee of \$150.00 per month on every monthly balance forward.

Article 3 – Term & Termination of Agreement

Term:

The term of the Agreement shall be effective from the 8th day of August, the year 2018 to the 7th day of August, the year 2019, Consultant shall be entitled to retain all amounts paid to Consultant prior to the indicated date of termination, and Client shall not be required to make any additional payments to Consultant except for payments accrued before expiration or termination date, and reimbursement of authorized amounts expended before expiration or termination date in accordance with this Agreement. The right of either party to terminate this Agreement in the event of a breach thereof is not an exclusive remedy for such breach. Neither the expiration nor termination of this Agreement for whatever cause shall affect any right or obligation that has accrued as of the time of such expiration or termination.

Termination:

(A) Discretionary. Either party may terminate this agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

(B) Cause. Either party may terminate this agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

(C) Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.

(D) Return of Documents. Upon termination, any and all Town documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this agreement, shall be delivered to the Client as soon as possible, but not later than thirty (30) days after termination of this Agreement.

Article 4 - Confidentiality

Consultant, on behalf of itself and its employees, hereby covenants and agrees that it:

(A) Shall exercise reasonable care and caution to keep confidential all trade secrets, confidential or proprietary information concerning Client's business and operations which becomes known to Consultant by reason of performance of its Services on Client's behalf ("Confidential Information"). Confidential Information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;

(B) Shall not disclose any Confidential Information to any person outside of the employ of Consultant, unless to do so is required in connection with the performance of its Services and

Consultant

Client

is approved in advance by Client, and in such event Consultant hereby agrees to advise said third parties of the confidential nature of said material and to obtain from such parties their agreement to abide by the confidentiality terms set forth in this Agreement, unless publication of the material is intended and agreed to by Client in advance;

- (C) Shall use such Confidential Information solely for the purposes of providing to Client the Services set forth herein; and,
- (D) Shall return to Client all such Confidential Information which is in a tangible form then in its possession at the termination of Consultant's Services, except that Consultant shall be entitled to keep one copy of such Confidential Information and its work product solely for complying with the confidentiality obligations it has hereunder.
- (E) It is further agreed that Confidential Information shall not include the following:
 - i. information that is in the public domain at the time of disclosure hereunder to Consultant or which enters the public domain through no fault of Consultant;
 - ii. information that Consultant can reasonably demonstrate is in the possession of Consultant at the time of disclosure hereunder to Consultant; and
 - iii. information that Consultant receives from a third party that has no obligation of confidentiality to Client with respect to the information revealed.
- (F) If Consultant or any other party to whom Confidential Information is supplied pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Consultant shall provide Client with prompt notice so that Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or Client waives compliance with the provisions of this Agreement, Consultant (or a third party) shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required and shall exercise its best reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information.

Article 5 - Independent Contractor

Consultant is retained as an independent contractor, and not an employee or agent of Client and shall be responsible for its own work. Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Income Tax, other reports and deductions required by any applicable state or federal law.

Article 6 - No Waiver

None of the provisions of this agreement shall be considered as waived by either party thereto unless such waiver is reduced to writing and signed by both parties.

Article 7 - Extent of Agreement

This Agreement represents the entire and integrated agreement between Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. Only written instrument signed by both Client and Consultant may amend this agreement.

Consultant

Client

Article 8 – Indemnification

Each party shall remain responsible for its own acts and omissions and shall indemnify the other party and its officers, directors, employees, members and agents against all liability or loss sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, in the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions.

Article 9 – Governing Law

This Agreement shall be governed and constructed by the laws of the State of Maryland applicable to contracts made and to be performed in that State.

Article 10 – Agreement; Counterparts; Electronic Signatures

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS THEREOF the parties hereto have executed this agreement as of the ____ day of _____, 2018.

Greenwill Consulting Group, LLC
320 Prospect Bay Drive West
Grasonville, Maryland 21638

The Town of Forest Heights
5508 Agrapahoe Drive
Forest Heights, Maryland 20745

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Consultant

Client